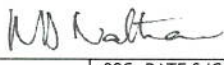



GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER	PAGE 1 of 6
2. TASK ORDER AGREEMENT NO. CW50846	3. Award/Effective Date 30c.	4. CONTRACT NUMBER DCHBX-2014-C-0007	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov	A. NAME Georgette Johnson		B. TELEPHONE 202-727-1104	8. OFFER DUE DATE:	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH Street, N.W., Suite 700 South Washington, D.C. 20001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A	12. PAYMENT DISCOUNT TERMS Net 30 days
5. CONTRACTOR / OFFEROR DataNet Systems Corporation 700 12 th Street NW Suite 700 Washington, DC 20005		16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/ Accounts Payable 200 I Street, SE Room 5410-D Washington, DC 20003			
15A DUNS NO. 15B TAX ID NO.					
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, SE, 5th Floor Washington, DC 20003 United States		18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE, 5th Floor Washington, DC 20003 United States			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTI TY	22 UNIT	23 UNIT PRICE
0001- 0008	Temporary Personnel Resources (See price schedule in Attachment B)		1	Lot	\$423,420.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.			26. TOTAL AWARD (FOR GOVT. USE ONLY) Estimated \$423,420.00		
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT IDENTIFIED IN BLOCK 4.			28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT IDENTIFIED IN BLOCK 4.		
29A. SIGNATURE OF OFFEROR /CONTRACTOR 			30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Robert Nathan, President		29C. DATE SIGNED 4/29/2017	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Derrick White Contracting Officer		30C. DATE SIGNED 4/29/17

Task Order Agreement No. CW50846

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to fulfill the continuation need of IT technical support for Operations and Maintenance of the DC Access System (DCAS) program that was being performed pursuant to DCHBX-2014-C-0007.

2. CONTRACT NUMBER

DCHBX-2014-C-0007

3. TASK ORDER AGREEMENT NUMBER

CW50846

4. TERM OF TASK ORDER

The base period of performance shall be date of Award through September 30, 2017.

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this Task Order is:

Derrick White
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, D.C. 20001
Email: Derrick.White@dc.gov

6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

6.1 The CO for this Task Order is the only person authorized to approve changes in any of the requirements of this Task Order.

6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Task Order, unless issued in writing and signed by the CO.

6.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

7. CONTRACT ADMINISTRATOR (CA)

7.1 The CA is responsible for the technical administration of the Task Order and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Task

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Order. In addition, the CA is responsible for the day-to-day monitoring and supervision of the Task Order, of ensuring that the work conforms to the requirements of this Task Order and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this Task Order is:

Tehsin Faruk
Office of the Chief Technology Officer
200 I Street, SE, Washington, DC 20003
Phone: 202.724.5117
Email: Tehsin.Faruk@dc.gov

- 7.2 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the Task Order.
- 7.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- 8. HOURLY RATE CEILING**
- 8.1 The ceilings for specified hourly rate items are set forth in the Price Schedule (Attachment B).
- 8.2 The hourly rates in this Task Order shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in the Price Schedule (Attachment B).
- 8.3 The Contractor agrees to use its best efforts to perform the work specified in this Task Order and to meet all obligations under this Task Order within the hourly rate ceilings.
- 8.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this Task Order will be either greater or substantially less than the hourly rate ceilings.
- 8.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this Task Order.
- 8.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in the Price Schedule (Attachment B) and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this Task Order), or otherwise incur costs in excess of the hourly rate ceilings specified in Price Schedule (Attachment B), until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this Task Order.
- 8.7 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the

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District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of Task Order performance or as a result of termination.

- 8.8 If any hourly rate ceiling specified in the Price Schedule (Attachment B) is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- 8.9 A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in the Price Schedule (Attachment B) unless the change order specifically increases the hourly rate ceilings.

9. ORDERING

- 9.1 Any supplies and services to be furnished under this Task Order must be ordered by issuance of delivery orders by the CO. Such orders may be issued during the term of this Task Order.
- 9.2 All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this Task Order, the Task Order shall control.
- 9.3 If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- 9.4 Services to be furnished under this Task Order will be ordered by the Contract Administrator specified in Section 7.

10. COMPENSATION AND PAYMENT

- 10.1 Payment for approved services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Attachment B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.
- 10.2 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Task Order, for services performed and accepted, less any discounts, allowances or adjustments provided for in this Task Order.
- 10.3 The District will pay the Contractor no later than the thirty (30) calendar days after receiving a proper invoice from the Contractor. If any payments required under the contract are not paid within a timeframe sufficient to meet the District's payment obligations to vendors performing the work under the Quick Payment Act, D.C. Official Code § 2-221.01 et seq.; OCTO shall pay, from its own funds, any and all interest, settlements, or judgments that result from untimely payment, including any such interest,

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settlement or judgments pertaining to any outstanding invoice not yet paid by OCTO for Operations and Maintenance work previously done under DCHBX-13-0003.

- 10.4 The Contractor shall be responsible for all timesheet and invoice submissions for purchase orders issued under this Task Order, using the following procedures:
- a. Resources shall submit their own weekly timesheets electronically into the Procurement Automated Support System (PASS).
 - b. Timesheets shall be submitted by each Resource no later than Monday 6:00 PM eastern standard time for the previous week's work. No paper timesheets will be accepted for payment by the District.
 - c. A District Program Manager shall approve the submitted timesheets.
- 10.5 The District will pay the Contractor only if Resources have provided services during the invoice period and the timesheets have been approved by the appropriate District Program Managers for the reporting period.
- 10.6 All responsibility of the District under the contract for this Task Order rests with OCTO, including, but not limited to, providing the contract administrator; invoice receipt, review, certification and payment; and any and all liability arising as a result of any action taken by or attributable to OCTO under the contract is the responsibility of OCTO.

11. ESTIMATED QUANTITIES

It is the intent of the District to secure a Task Order for all of the needs of tOCTO for items specified herein which may occur during the Task Order term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Task Order reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

12. INVOICE SUBMITTAL

- 12.1 The Contractor shall submit proper invoices upon completion of services. Invoices shall be prepared and submitted to the Office of Finance and Resource Management (OFRM) and the Office of the Chief Technology Officer (OCTO). The address of the OCTO is:

Office of the Chief Technology Officer/ Accounts Payable
200 I St. SE, Room 5410-D
Washington, DC 20003
Phone: 1(202) 727-2277
Email: octo.accountspayable@dc.gov

- 12.2 To constitute a proper invoice, the Contractor shall submit the following information:

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- a. Contractor's FEIN and invoice date (Contractor shall date invoices as of the date of transmittal)
- b. Contract number, purchase order number, and invoice number
- c. Job title, NTE rate, number of hours, and the date(s) the services were performed
- d. Name, title, telephone number and complete mailing and email address of the responsible official to who payment is to be sent
- e. Name, title, phone number of person preparing the invoice;
- f. Name, title, phone number and email address (if different from the person identified in above item) to be notified in the event of defective invoice; and
- g. Authorized signature

13. DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in Section 6 in accordance with the following:

Item No.	Deliverable	Description	Format/Method of Delivery	Due Date
1	Active Engagements Report	List of all engaged Resources with Prime Contractor or Subcontractor information, as applicable, for publication to the District's public data website. For each Resource, this report shall identify all contractors in the payment chain from the Prime Contractor to the Resource and the hourly rate being paid to the Resource.	Electronic Delivery	Weekly
2	Disengagement Report	Listing of all Resources disengaged in the reporting month with reason for disengagement.	Electronic Delivery	Weekly
3	Approved Timesheet Report	Listing of all timesheets at a Resource level showing hours worked per day that have been approved by the appropriate Program Manager.	Electronic Delivery	Weekly
4	Non-Disclosure Agreement (NDA)	Per Resource	Electronic Delivery	One (1) week prior to beginning work with the District
5	Background Check	Per Resource	Electronic Delivery	One (1) week prior to beginning work with the District

14. ATTACHMENT

Attachment A – Statement of Work
Attachment B - Price Schedule

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ATTACHMENT A

Statement of Work

A.1 Scope

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to fulfill the continuation need of IT technical support for Operations and Maintenance of the DC Access System (DCAS) program that was being performed pursuant to DCHBX-2014-C-0007.

A.2 Applicable Documents

Not applicable.

A.3 Definitions

A.3.1 Resource: a qualified individual to fill a Candidate Staffing Request (CSR) selected by a Program Manager for an engagement and engaged with a valid purchase order. The Resource shall work under the supervision of a District's Program Manager.

A.3.2 Expert Consulting Services: are services of specialized nature that supplement the purpose and scope of this Task Order.

A.4 Background

In order to meet the requirements of the ACA, and corresponding regulations, DHS, OCTO, HBX and DHCF have partnered to redesign the IT infrastructure used to process health and human services program eligibility determinations in the District of Columbia. The DCAS project was created in accordance with the requirements of the ACA, is compliant with Medicaid Information Technology Architecture (MITA), National Human Services Interoperability Architecture (NHSIA) and assists the District in complying with other requirements of the ACA.

A.5 Requirements

A.5.1 The Contractor shall provide qualified resource(s) to fulfill the labor categories below to support the Operations and Maintenance of the DCAS program.

- A.5.1.1 Senior Business Analyst
- A.5.1.2 Weblogic Engineer
- A.5.1.3 Database Administrator
- A.5.1.4 Senior Developer
- A.5.1.5 Senior Enterprise Architect
- A.5.1.6 Technical Project Manager/Subject Matter Expert
- A.5.1.7 Linux System Administrator
- A.5.1.8 Curam Analyst

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- A.5.2 OCTO shall review submitted resumes and use procedures of OCTO's choosing to determine the suitability of candidate including phone interviews or in person interviews as desired. Program Manager(s) shall make final decisions on all resources and may identify certain personnel as key personnel.
- A.5.3 The Contractor shall provide resource(s) with at least 5 or more years of experience with IT networking and software and consulting services.
- A.5.4 The Contractor shall provide resource(s) possessing experience with working with the District of Columbia Government as it relates to IT or other contractual services.
- A.5.5 The Contractor shall at no additional charge to OCTO, perform background check, to include a check for employment references, credentials and certifications, criminal history, and eligibility to work status, for each of the candidates that will provide services to OCTO under this contract once selected for work under this Task Order, but prior to issuing a purchase order for such services.
- A.5.6 The Contractor shall provide annual background checks for each engaged resource working under this Task Order contract.
- A.5.7 Each Resource shall execute a Non-Disclosure Agreement (NDA) with the District before beginning work with the District. The Contractor shall deliver the NDA to the District and shall retain the NDA in its records.
- A.5.8 Resources shall be available to work on an as-needed basis. For example, a technician may be required to work on a deployment project that lasts a week and will not be needed again until 2 weeks later on a different deployment project.
- A.5.9 The Contractor shall submit weekly Active Engagement Report, Disengagement report and Approved Timesheet Report.
- A.5.10 The persons selected for these positions shall be employed by the Contractor or enter into an agreement with the Contractor directly or through a subcontractor at the time the Task Order is issued.
- A.5.11 The main work site shall be OCTO, 655 15th Street, NW, Washington, DC 20005, however, resources may be detailed to other District agency locations within the District of Columbia.
- A.5.12 If the District determines that an engaged resource lacks necessary qualifications or demonstrates an inability to perform the duties requested, the Contractor shall disengage the resource at the direction of the Program Manager.
- A.5.13 Any resource not present to work for two consecutive days shall be replaced by a new Resource at the discretion of the District.

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- A.5.14 Resources shall submit weekly timesheets into the District's Procurement Automated Support System (PASS) for approval by their supervisory Program Manager. Timesheets shall be submitted no later than 6 PM each Monday for the previous weeks work. Once a week a CSV file containing approved timesheet information will be sent to the Contractor. The CSV file shall contain:
- a) Timesheet ID
 - b) Ending date
 - c) Status
 - d) PO number
 - e) Total hours reported
 - f) Resource name
 - g) Agency name,
 - h) Hourly NTE rate
 - i) Position title
 - j) Total funds expended
 - k) Hours reported by day (Sunday – Saturday).
- A.5.15 The Office of the Chief Technology Officer shall provide laptop and PDA as required.
- A.5.16 The Contractor shall submit invoices each billing period as defined in Section 10. The District will use PASS or other payment system as required and its automated three- way matching to generate payments to the Contractor. The District shall pay the Contractor using electronic funds transfer.
- A.5.17 Resource(s) shall acknowledge that any concept, document, idea, system, solution or any other product developed as part of the deliverables assigned under the engagement shall be the intellectual property of the District. Neither the Resource nor its vendor has rights to access or use District Intellectual Property (IP) beyond the scope for which it was originally intended. The Resource and its vendor are prohibited from sharing any IP.
- A.5.18 The District reserves the right to hire any Resource at any time without any additional charge to the District.
- A.5.19 If, at any time, the District or the Contractor discovers that a Resource placed under this Task Order has a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise job-related within the past five (5) years, the Contractor shall immediately dismiss the Resource. The Contractor shall immediately notify the District, and the District will then remove any access privileges already given to the Resource and will not permit that Resource remote access.
- A.5.20 The Contractor shall submit, at minimum, two (2) week notice prior to the voluntary disengagement of any Resource.
- A.5.21 The Contractor shall provide support at OCTO facilities five (5) days a week,

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Monday through Friday, for eight (8) hours per day. Flexible hours is only approved by OCTO management. Contractors shall ensure that the employee works at least 8 hours and efficient operations are not interrupted.

A.5.22 Contractors' resource(s) shall observe all District Government holidays.

ATTACHMENT B

Price Schedule

Contract Line Number (CLIN)	Labor Category	Hourly Labor Rate	Estimated Labor Hours	Total
0001	Sr. Business Analyst			
	0001a	\$126.50	240	\$30,360.00
	0001b	\$138.00	240	\$33,120.00
0002	WebLogic Engineer			
	0002a	\$127.50	240	\$30,600.00
	0002b	\$135.00	240	\$32,400.00
0003	Database Administrator			
	0003a	\$132.25	240	\$31,740.00
0004	Senior Developer			
	0004a	\$135.00	240	\$32,400.00
	0004b	\$145.00	240	\$34,800.00
0005	Senior Enterprise Architect			
	0005a	\$150.00	240	\$36,000.00
0006	Technical Project Manager/SME			
	0006a	\$ 184.00	240	\$44,160.00
0007	Linux Systems Administrator			
	0007a	\$ 138.00	240	\$33,120.00
	0007b	\$ 155.00	240	\$37,200.00
0008	Curam Anaylst			
	0008a	\$ 198.00	240	\$47,520.00
Total				\$423,420.00